discloses the existence of a contract concerning this land, whereas these services might well have been rendered for a pecuniary compensation. And in American jurisdictions which have adopted the English theory, it has been declared that constructive possession will not be sufficient evidence of such a contract. *Miller* v. *Lorentz*, 39 W. Va. 160. But the weight of American authority favors a recovery in these cases, provided the services rendered were such that they could not be adequately compensated by money. *Rhodes* v. *Rhodes*, 3 Sandf. Ch. (N. Y.) 279. This is more readily recognized where a recovery for the services would be barred by the Statute of Limitations. *Warren* v. *Warren*, 105 Ill. 568. But see *Terry* v. *Craft*, 87 S. W. 844 (Tex.). It is inequitable to allow the plaintiff, who has acted on the defendant's assurances, to be placed in such a position that the damages he would recover at law would not put him *in statu quo*. The services in the principal case probably fall within this rule.

TELEGRAPH AND TELEPHONE COMPANIES — LIABILITY TO ADDRESSEE — LIABILITY FOR DELAY OR NON-DELIVERY. — The plaintiff wrote to W. soliciting a loan of money to be used in avoiding a sacrifice sale of certain property, and urging an answer by telegraph. W. wired at once, "will mail you draft to-day"; but the delivery to the plaintiff was negligently delayed several days. The plaintiff consequently sold her property at a sacrifice and then sued the telegraph company in tort. *Held*, that the plaintiff can recover. *Western Union Telegraph Co.* v. *Lawson*, 182 Fed. 369 (C. C. A., Ninth Circ.).

It is hard to determine what right, if any, of the sendee's has been infringed in cases of negligent delay. In England a sendee has no action unless the sender was his agent, or the altered message an intentional fraudulent representation by the company. *Dickson* v. *Reuter's Tel. Co.*, 3 C. P. D. 1, 6; *Playford* v. *United Kingdom Electric Tel. Co.*, L. R. 4 Q. B. 706. American courts advance four grounds for allowing the sendee to sue. (1) The sendee has a property in the message and should recover for its wrongful detention, like a consignee of goods. See *Young* v. *Western Union Tel. Co.*, 107 N. C. 370, 372. This view has not met with approval. See *Western Union Tel. Co.* v. *Allen*, 66 Miss. 549, 556. (2) The sendee is treated as principal and the sender as his agent in sending the telegram. *Milliken* v. *Western Union Tel. Co.*, 110 N. Y. 403. See *Butner* v. *Western Union Tel. Co.*, 2 Okl. 234. This would provide only for cases of actual agency. (3) The sendee is treated as beneficiary of the sender's contract. *Frazier* v. *Western Union Tel. Co.*, 45 Or. 414, 417, 418; *Western Union Tel. Co.* v. *Adams*, 75 Tex. 531, 536. This would not cover most cases without a straining of the facts. (4) The telegraph company is a public agency and responsible alike on its public undertaking to sender and sendee, the duty arising with acceptance of the telegram. *Western Union Tel. Co.* v. *Allen*, 66 Miss. 549; *New York & Washington Printing Tel. Co.* v. *Dryburg*, 35 Pa. St. 298. But see 17 HARV. L. REV. 365. Theoretically the English courts have reached the right result. If the sendee is to have a right to sue it should come from the legislature. *Herron* v. *Western Union Tel. Co.*, 90 Ia. 129; *Wadsworth* v. *Western Union Tel. Co.*, 86 Tenn. 695, 707.

TITLE, OWNERSHIP, AND POSSESSION — WHAT POSSESSION IS NECESSARY TO MAINTAIN ACTION OF FORCIBLE ENTRY AND DETAINER. — The plaintiff occupied premises owned by the defendant under a lease expiring November 1. On September 3 the defendant forcibly ejected the plaintiff's watchman. In an action of forcible entry and detainer, the defendant offered evidence tending to prove that the plaintiff had made a parol surrender of the lease in August, and that the defendant had taken possession. *Held*, that the evidence is admissible. *Schwinn* v. *Perkins*, 78 Atl. 19 (N. J., Ct. Err. & App.).

If the defendant offered this evidence to show that he had the right to im-